



Swimming Pool Maintenance Agreement

Thank you for choosing Smith Pools. We have been servicing pools in Palm Beach for over 20 years. We are licensed throughout the state of Florida and provide all repair and remodel services.

1. Parties and Your Details

This Agreement is between Smith Pools, a trade name of Trident Pool Services LLC ("we" or "us"), and the customer who accepts it on our signup page ("you"). Your name, service address, plan, and monthly price are the ones shown in your signup and in the confirmation email we send you.

2. Our Service Guarantee

If you are not completely satisfied with your service, we will return within 24 hours or the next business day.

3. Classic Plan

Our weekly service consists of:

- Netting the surface of the pool
- Brushing the pool and vacuuming it when necessary
- Testing the water chemistry, balancing it, and treating appropriately
- Emptying the skimmer basket and the pool cleaner (vacuum) canister, if installed
- Checking pool filter pump operation and notifying you of visible concerns
- Cleaning the pool filter cartridge every four to six weeks
- Maintaining pool coping, tile, and grout lines
- Notifying you weekly of service, with a photograph of your pool

4. Signature Plan

Signature includes everything in Classic, plus:

- Priority scheduling for non-emergency diagnostic and repair appointments, subject to availability.
- One equipment review each calendar year, with recommendations to help you plan for maintenance or replacement.
- Up to two diagnostic visits each calendar year, with no trip or diagnostic charge, for equipment concerns that need a separate troubleshooting appointment. Parts

and repair labor are additional. Emergency and after-hours service and specialized leak detection are not included.

- Replacement skimmer baskets, tablet floaters, and other small parts costing under \$50 each, as needed.
- Up to one additional cleaning visit each calendar month, on request. Unused visits do not carry over to later months.

5. Optional Suction Pool Cleaner

If you add a suction pool cleaner, the charge is \$110 per month. We install and maintain the cleaner, including repairs and replacement parts, at no further cost to you. The cleaner remains the property of Smith Pools at all times. We have the right to retrieve it on your last service day. If it is not available for retrieval on that day, you agree to pay its replacement cost.

6. Price and Billing

Your plan price is a flat monthly rate based on your pool size, whether your pool uses salt or chlorine, and whether it has a screened enclosure. Our office confirms your price before your first visit. If we find that your pool differs from what you described, we will contact you before any change in price applies.

Our office will send your first invoice when we schedule your first service. After that, invoices are created on the first day of each month and billed in advance. Payments are due upon receipt.

We recommend payment by credit or debit card. If you keep a card on file, we charge it automatically on each invoice date.

Due to the increased cost of collections, service, repair, and remodel invoices that are 14 days past due will be assessed late fees of 1.5% per month, with a minimum of \$10.

7. Price Changes

We will notify you in writing, including by email, at least 30 days before any change in price takes effect. If you do not wish to continue at the new price, you may cancel under Section 9.

8. Items Not Included in Your Monthly Price

The following are billed separately. Typical prices are shown below. Actual prices depend on your equipment and current costs, and we will quote you on request:

- Semi-annual addition of pool water stabilizer, typically between \$120 and \$150 each time. It is billed on April 1 and October 1 but applied as necessary throughout the year.
- Annual replacement of your filter cartridge, typically about \$145 to \$245 depending on filter size, and of your filter O-ring, typically about \$28 to \$45 depending on filter model.

- Annual heater anode replacement, typically about \$165 to \$215 depending on heater model.
- Salt-cell cleaning for saltwater pools.
- Diagnostic visits beyond those included in the Signature Plan, repairs, parts, and repair labor.
- Emergency or after-hours service and leak detection.
- Any additional clean up, including storm clean up after hurricanes, tropical storms, tornadoes, or any other natural disasters beyond our control, and any landscaping, pressure washing, or construction debris in the pool.

9. Term and Cancellation

This is a month-to-month service contract. You may cancel it at any time by giving us 30 days written notice by email or letter. If you have a suction pool cleaner, Section 5 applies to its retrieval.

10. Water Level and Heaters

Due to the time required and potential liability, we are unable to add water to or remove water from your pool should the water level fall or rise. We will always notify you and turn off your skimmer when necessary to protect your pump. We are not responsible for powering heaters on and off, and accordingly are not responsible for heaters that are left operating or the associated electric or gas bills.

11. Acceptance

You accept this Agreement, and enter into a month-to-month service contract with us, by checking the agreement box on our signup page. We record the date and time of your acceptance and the version of this Agreement that you accepted, and we email you a copy.

Should you have any questions, please call us at 561-792-1111. Again, we are grateful you chose Smith Pools for your pool service.

Smith Pools

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